

OFFICE OF CLERK OF CIRCUIT COURT

**TWENTY-THIRD JUDICIAL CIRCUIT
OF VIRGINIA**

Criminal: (540) 853-6723
Civil: (540) 853-6702



**BRENDA S. HAMILTON
CLERK**

**CIRCUIT COURT
OF THE CITY OF ROANOKE**

315 Church Avenue, S.W.
P.O. Box 2610
Roanoke, Virginia 24010

SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO CIRCUIT COURT DOCUMENT

1. TERM OF AGREEMENT

It is the intent of both parties to participate in a remote access program to commence on the day the User ID and Password are assigned and continue until terminated as provided herein.

2. SUBSCRIBER OPTIONS

The Clerk provides an on-line database allowing 'inquiry-only' access to the particular court's indexes and/or documents.

- a. The Internet access to the Circuit Court documents may be available seven days a week, twenty-four hours a day, including all holidays, or otherwise at the discretion of the Clerk, except during periods:
- b. Of preventative and remedial maintenance
- c. Of operational issues beyond control of the Clerk
- d. When intrusions against security are being remedied

3. FEES

The fee for the Subscriber is \$600 per year. Payment is due upon the issuance of the User ID and Password. The transactional fee is due upon receipt. The Clerk reserves the right to suspend or terminate service to the subscriber if payment is not received. All fees are subject to change.

5. SERVICES

The Clerk, deputies, employees or agents shall provide the Subscriber with "inquiry-only" access to the documents management system database (the Database).

The Clerk, deputies, employees or agents shall provide the Subscriber with documentation and limited consultation on specific problems that arise in the use of the website. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems shall be corrected.

6. SUBSCRIBER'S OBLIGATIONS

It is the responsibility of the Subscriber to purchase computer hardware and software and/or make modifications to their existing equipment that are necessary for access to the Database.

The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's computer. Information accessed from the Database is for the use of the Subscriber.

7. LIMITATION OF LIABILITY

The Subscriber relieves and releases the Clerk, deputies, employees or agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber further relieves and releases the CITY OF ROANOKE, its City Council, officers and their deputies, employees and agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber also relieves and releases the *Office of the Executive Secretary, Supreme Court of Virginia*, employees and agents from liability for any and all damages resulting from interrupted service of any kind.

The Subscriber hereby relieves and releases and holds harmless the Clerk, the CITY OF ROANOKE, its City Council, officers and their deputies, employees or agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service. The Subscriber also relieves and releases the *Office of the Executive Secretary, Supreme Court of Virginia*, employees and agents from liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

The Subscriber agrees that the Clerk, the CITY OF ROANOKE, its City Council, officers and their deputies, employees or agents shall not be liable for negligence or lost profits resulting from any claim or demand against the subscriber by any other party. The Subscriber also relieves and releases the *Office of the Executive Secretary, Supreme Court of Virginia*, employees and agents from liability for any and all damages resulting from any claim or demand against the subscriber by any other party.

The information or data accessed by the Subscriber may or may not be the official government record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official governmental record.

8. TERMINATION

Either party may terminate this agreement without cause with fifteen (15) days email notice to the other. Subscriber remains responsible for payment of fees, pro rata, for services rendered or obligations incurred.

This agreement may be immediately terminated by the Clerk for Subscriber's failure to provide correct or complete information on the application, failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement.

This agreement shall terminate immediately if the Commonwealth of Virginia or CITY OF ROANOKE fail to appropriate and continue funding for services provided under this agreement.

9. DEFINITIONS

A. "Public access" means that the public can and obtain a copy of the information in a court record.

B. "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.

C. "Subscriber" means any person authorized by the Clerk of a Circuit Court to have remote access to court documents on its website. If a business or nonprofit entity, organization or association (referred to collectively as "Corporate Subscriber") wishes to become a subscriber, it shall identify each employee who will have remote access to the documents on the circuit court controlled website and each employee shall obtain a User ID and Password from the clerk. However, the Corporate Subscriber shall execute the

Subscriber Agreement and be responsible to the circuit court for the fees and the proper use of the website pursuant to the Subscriber Agreement.

D. "Court Controlled Website for Documents" means a website or remote access system owned and operated by the Court or a public or private agent that operates the website for the Court.

10. APPLICATION

Pursuant to §2.2-3808.2 of the *Code of Virginia*, an application must be completed. The application must be approved by the Clerk's Office before the User Id and Password will be issued.